3897

BILL NO. S-77-12-12

SPECIAL ORDINANCE NO. S-285-77

AN ORDINANCE approving a contract with Bercot, Inc., for E.D.A. Project No. 06-51-26281; construction of a Sanitary Sewer: Resolution No. 294-77.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the contract dated Noverber 21, 1977, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works and Bercot, Inc., for:

> To complete in a workmanlike manner all the work required for the Construction of:
>
> FREEMAN STREET - COVINGTON ROAD SANITARY SEWER
> E.D.A. PROJECT NO. 06-51-26281 Sanitary Sewer
> Resolution No. 294-77.

for a total cost of $387,348,00, all as more particularly set forth in said contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Councilman

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

Read the first time in full and on motion by Moses, seconded by Hunter, and duly adopted, read the second time by title and referred to the Committee on Public Works (~~and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19__, at _____ o'clock _____ M., E.S.T.~~

DATE: 12-13-77

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Talarico, seconded by Hunter, and duly adopted, placed on its passage.

PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	6			3	
BURNS	X				
HINGA	X				
HUNTER	X				
MOSES				X	
NUCKOLS	X				
SCHMIDT, D.				X	
SCHMIDT, V.				X	
STIER	X				
TALARICO	X				

DATE: 12-27-77

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ZONING MAP~~) (GENERAL) (~~ANNEXATION~~) (SPECIAL) (~~APPROPRIATION~~) ORDINANCE (~~RESOLUTION~~) No. 285-77 on the 27th day of December, 19 77.

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

John S. Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th day of December, 19__, at the hour of 11:00 o'clock A M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 28TH day of December, 19 77, at the hour of 3:30 o'clock P. M., E.S.T.

Robert E. Armstrong
MAYOR

Bill No. S-77-12-13

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on PUBLIC WORKS to whom was referred an Ordinance approving a contract with Bercot, Inc., for E.D.A. Project No. 06-51-26281: construction of a Sanitary Sewer: Resolution No. 294-77

have had said Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance Do PASS.

WINFIELD C. MOSES, JR. - CHAIRMAN

DONALD J. SCHMIDT

VIVIAN G. SCHMIDT

PAUL M. BURNS

SAMUEL TALARICO

CONCURRED IN

DATE 12-27-77 CHARLES W. WESTERMAN, CITY CLERK

65-153-23 11/21/77

CONTRACT

CITY OF FORT WAYNE, INDIANA

Contract No. 06-51-26281

THIS CONTRACT, made the 21 day of November, 1977, by and between BERCOT, INC.

whose address is 3838 Mobile Avenue, Fort Wayne, INdiana hereinafter called the "Contractor", and the City of Fort Wayne, Allen County, Indiana, a municipal corporation, acting by and through its Board of Public Works, hereinarter called the "Owner".

WITNESSETH, that the Contractor and the Owner for the consideration stated herein agree as follows:

ARTICLE I, SCOPE OF WORK

The Contractor shall and agrees to perform everything required to be performed and shall provide and furnish at its sole cost and expense all the labor, tools, materials, expendible equipment, transportation services, bonds and insurance required to perform and to complete in a workmanlike manner all the work required for the construction of:

FREEMAN STREET - COVINGTON ROAD SANITARY SEWER
E.D.A. PROJECT NO. 06-51-26281
SANITARY SEWER RESOLUTION No. 294-77

identified in these contractual documents as Contract No. 06-51-26281, all in strict accordance with the plans and specifications and other contractual documents above mentioned which are hereby made a part of this contract; and the Contractor shall do everything required by this contract and the other documents constituting a part hereof.

ARTICLE II, THE CONTRACT PRICE

The Owner shall and agrees to pay to the Contractor for the performance of the aforementioned work as set out in Article I hereof the sum of Three Hundred Eighty Seven Thousand Three Hundred Forty Eight ($387,348) Dollars in the manner hereinafter set out for the following unit prices:

1.	8" VCP C-700	4,100± LF	13.00	$53,300.00
2.	10" VCP C-700	960± LF	17.55	16,848.00
3.	12" VCP C-700	3,300± LF	22.45	74,085.00
4.	C.F.W. STD. Manhole Type I	27± EA	845.00	22,815.00
5.	C.F.W. STD. Cleanout	8± EA	300.00	2,400.00
6.	6" "T" or "Y" Taps to P.L. incl.Permit.	100± EA.	260.00	26,000.00
7.	Special Backfill	4,000± CY	5.00	20,000.00
8.	#73 Stone backfill	1,000± CY	7.00	7,000.00
9.	2" asphalt topping ½" binder ½" surface	6,000± SY	3.50	21,000.00
10.	12" deep strength asphalt	200± SY	22.00	4,400.00
11.	6" Crush stone for drive	400± SY	3.00	1,200.00
12.	Dbl.Ch.&Seal 22' min.width	14,000± SY	1.50	21,000.00
13.	Seeding & mulch - 2"	14,000± SY	.50	7,000.00

14.	Crush Stone bedding	2,200± CY	12.00	$26,400.00
15.	Dewatering	8,000± LF	4.50	36,000.00
16.	Sheeting/bracing left in place	2,200± SF	5.00	11,000.00
17.	12" Boring encased (complete)	40± LF	100.00	4,000.00
18.	10" Field tile replacement	100± LF	10.00	1,000.00
19.	8" Field tile replacement	100± LF	8.00	800.00
20.	6" Field tile replacement	100± LF	6.00	600.00
21.	4" Field tile replacement	100± LF	5.00	500.00
22.	12" Ductile iron Class 51	100± LF	300.00	30,000.00
			CONTRACT PRICE	$387,348.00

ALTERNATE

23.	Trench Excavation in excess of 5' wide	26,000± CY	1.39	36,140.00

ARTICLE III, PAYMENTS TO CONTRACTOR

(a) Not later than the fifteenth (15th) day of each calendar month, the Owner will make partial payment to the Contractor on the basis of a duly certified approved estimate of the work performed during the preceding calendar month by the Contractor, but the Owner will retain ten (10) per cent of the amount of each estimate until final completion and acceptance of all work covered by this contract.

(b) In preparing estimates, the materials delivered on the site and preparatory work done may be taken into consideration.

(c) All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all the terms of the contract.

ARTICLE IV, NONDISCRIMINATION OF LABOR

The Contractor further agrees:

(a) That in the hiring of employees for the performance of work on this contract or any subcontract hereunder, neither the Contractor, subcontractor, nor any person acting on behalf of such Contractor or subcontractor, shall, by reason of race or color, discriminate against any citizen of the State of Indiana, who is qualified and available to perform the work to which the employment relates;

(b) That neither the Contractor, subcontractor, nor any person on his behalf, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color.

(c) That there may be deducted from the amount payable to the Contractor by the City of Fort Wayne, Indiana, under this contract, a penalty of Five ($5.00) Dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) That this contract may be cancelled or terminated by the City of Fort Wayne, Indiana, and all money due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms and conditions of this section of the contract.

(e) The City of Fort Wayne, Indiana, the Economic Development Administration, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to the grant program for the purpose of making audit, examination, excerpts, and transcriptions.

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana for 1935, and all acts amendatory thereof and supplemental thereto, or Federal Wage Scale published by the United States Department of Labor pursuant to provisions of the Davis-Bacon Act, whichever is the highest.

The Contractor agrees to furnish a certificate from the Industrial Board of the State of Indiana, showing that he has complied with all the provisions of the Workmen's Compensation Act of the State of Indiana.

ARTICLE V, COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts of all which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached.

1. Advertisement for Bids
2. Instructions to Bidders
3. Contractor's Bid
4. General Specifications and Conditions
5. Detailed Specifications and addendum
6. Construction Drawings
7. This Contract
8. Application for Cut Permits into Fort Wayne Streets, County Roads and State Highways
9. Equal Employment Opportunity Affirmative Action Program
10. Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).
11. Davis-Bacon Act (40 U.S.C. 276 a to a-7) as supplemented by Department of Labor Regulations (29 CFR, Part 5)
12. Sections 103 and 107 of theContract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5).

13. Clean Air Act of 1970 (42 U.S.C. 1857 et deq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et Seq.) as amended.
14. Monthly Employment Utilization Report SR 257.

In the event that any provisions in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the figured dimensions and sizes specified are to take precedence over scale measurements, or should any part of the work, materials or apparatus be dimensioned or sized differently on different drawings or different parts of the same drawings, the larger or heavier sizes shall take precedence, unless otherwise directed or corrected by the Engineer.

ARTICLE VI, COMPLETION DATE

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 360 consecutive dalendar days thereafter. The Contractor further agrees to pay, as liquidated damages, the sum of $ 25.00 for each consecutive calendar day thereafter as hereinafter provided in Section 19 of the General Conditions.

ARTICLE VII, PAYMENTS BY CONTRACTOR

The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered; (b) for all materials, tools, and other expendible equipment to the extent of ninety (90) per cent of the cost thereof, not later than the twentieth (20th) day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the thirtieth (30th) day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used; and (c) to each of his subcontractors not later than the fifth (5th) day following each payment to the Contractor, the respective amounts allowed the Contractor, on account of the work performed by his subcontractor, to the extent of each such subcontractor's interest therein.

ARTICLE VIII, UNIT PRICES

In the event the Owner shall require the Contractor to do additional work or in the event deductions are made from the work required or in the event adjustments shall be necessary, the contractor agrees to perform said additional work and consent to said deductions and adjustments on the basis of the unit price set out in both Article II and the Contractor's Bid, which by reference is made a part hereof as if fully set out herein, as aforesaid.

ARTICLE IX, INSURANCE AND INDEMNIFICATION

The Contractor agrees to provide Workmen's Compensation Insurance and Public Liability and Property Damage Insurance under the terms and

conditions as set forth in the General Specifications and covenants and agrees to hold the Owner harmless from all suits and damages as more specifically set out and provided in said General Specifications.

ARTICLE X, APPROVAL OF CONTRACT (If Applicable)

This Contract, although executed on behalf of the Owner by its Mayor and by the Board of Public Works shall not be binding or obligatory upon the Owner unless and until it shall have first been approved by the Common Council of the Coty of Fort Wayne and EDA.

To each of the conditions and stipulations of this contract, the undersigned, each for itself, binds itself, its successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties, hereunto set our hands and seals on the day and year first above written.

CITY OF FORT WAYNE, INDIANA

By Robert E. Armstrong
Mayor

BOARD OF PUBLIC WORKS

Henry P. Wehrenberg
Henry P. Wehrenberg, Chairman

Ethel H. LaMar
Ethel H. LaMar, Member

Max G Scott
Max G Scott, Member

ATTEST:

Ursula Miller
Ursula Miller, Executive
Secretary & Clerk of the Board

ATTEST:

Secretary of Corporation

Approved as to form and legality:

Larry J. Burke
associate City Attorney

Contractor:

Paul Bercot (Pres.)

THE *Cincinnati Insurance Company*

CINCINNATI OHIO

KNOW ALL MEN BY THESE PRESENTS, That Bercot, Inc.

(hereinafter called "Principal"), as Principal, and THE CINCINNATI INSURANCE COMPANY a corporation of the State of Ohio, with its Home Office in the City of Cincinnati, Ohio, (hereinafter called "Surety"), as Surety, are held and firmly bound unto Board of Public Works, City of Fort Wayne, Indiana

(hereinafter called "Owner" (or "Obligee")) in the full and just sum of Three Hundred Eighty Seven Thousand Three Hundred Forty Eight and No/100 - Dollars ($387,348.00) to the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 15th day of November A. D., 1977.

WHEREAS, the Principal has entered into a certain written agreement, dated the 15th day of November A. D. 19 77 with the Owner (or Obligee) for Freeman - Covington Road Sanitary Sewer - Resolution No. 294.

which agreement is or may be attached hereto for reference.

NOW, THEREFORE, the condition of this obligation is such, that if the Principal shall well and truly perform and carry out the covenants, terms and conditions of said agreement, then this obligation to be void; otherwise to remain in full force and effect.

WITNESS:

Bercot, Inc. (SEAL)

By: Paul E. Bercot (SEAL)

(SEAL)
Principal

THE CINCINNATI INSURANCE COMPANY

By H. Stanley Huff, Jr.
Attorney-in-Fact
H. Stanley Huff, Jr.

S-698 10/60

THE CINCINNATI INSURANCE COMPANY

Cincinnati, Ohio

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Cincinnati, Ohio, does hereby constitute and appoint H. Stanley Huff, Jr.; Donald F. Campbell and/or Ruth Kramer of Fort Wayne, Indiana its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any obligations in the United States, in any amount.

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the sixth day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice-President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973:

"RESOLVED, that the signature of the President or a Vice-President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary and Treasurer and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its President this 15th day of August 1976.

The Cincinnati Insurance Company CORPORATE SEAL OHIO

THE CINCINNATI INSURANCE COMPANY

Robert E. Morgan

President

STATE OF OHIO)
COUNTY OF HAMILTON) ss:

On this 15th day of August 1976, before me came the above named President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.

Henry G. Berlen

HENRY G. BERLON, Attorney At Law
Notary Public State of Ohio
My commission has no expiration date.
Section 147.03 R.C.

I, the undersigned Secretary and Treasurer of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Cincinnati, Ohio.
this 15th day of November 1977.

The Cincinnati Insurance Company CORPORATE SEAL OHIO

Robert J. Dieckmann

Secretary and Treasurer

LABOR AND MATERIAL PAYMENT BOND

This document approved and issued by The American Institute of Architects
1735 New York Avenue, N. W., Washington 6, D. C.

Note: This bond is issued simultaneously with another bond in favor of the owner conditioned for the full and faithful performance of the contract.

KNOW ALL MEN BY THESE PRESENTS:

That Bercot, Inc.,
(Here insert the name and address or legal title of the Contractor)

as Principal, hereinafter called Principal, and

The Cincinnati Insurance Company
(Here insert the legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

Board of Public Works, City of Fort Wayne, Indiana,
(Here insert the name and address or legal title of the Owner)

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of Three Hundred Eighty Seven Thousand Three Hundred Forty Eight Dollars ($387,348.00),
(Here insert a sum equal to at least one-half of the contract price)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated November 15, 1977

entered into a contract with Owner for

Freeman - Covington Road Sanitary Sewer - Resolution No. 294.

in accordance with drawings and specifications prepared by

(Here insert full name and title)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant.

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 15th day of November A.D. 1977.

IN THE PRESENCE OF:

Bercot, Inc.
(Principal) (Seal)

By:
(Title)

The Cincinnati Insurance Company
(Surety) (Seal)

By: [signature]
(Title)
Attorney-in-fact

[signature]

S-697 2/63

THE CINCINNATI INSURANCE COMPANY

Cincinnati, Ohio

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Cincinnati, Ohio, does hereby constitute and appoint H. Stanely Huff, Jr.; Donald F. Campbell and/or Ruth Kramer

of Fort Wayne, Indiana its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, in any amount.

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the sixth day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice-President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973:

"RESOLVED, that the signature of the President or a Vice-President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary and Treasurer and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice-President this 15th day of January 1974.

The Cincinnati Insurance Company CORPORATE SEAL OHIO

THE CINCINNATI INSURANCE COMPANY

Robert B. Morgan

Vice-President

STATE OF OHIO)
COUNTY OF HAMILTON) ss:

On this 15th day of January 1974, before me came the above named Vice-President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.

Henry G. Berlon

HENRY G. BERLON, Attorney At Law
Notary Public State of Ohio
My commission has no expiration date.
Section 147.03 R. C

I, the undersigned Secretary and Treasurer of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Cincinnati, Ohio.
this 15th day of November 1977.

The Cincinnati Insurance Company CORPORATE SEAL OHIO

Robert J. Diehaus

Secretary and Treasurer

BN 1005 (1/74)

MICHIGAN MUTUAL INSURANCE COMPANY

CERTIFICATE OF INSURANCE

This is to certify that the MICHIGAN MUTUAL INSURANCE COMPANY has issued, to the Insured named herein, policies of insurance which provide, subject to the provisions of the current policy contracts in use by the Company, and during their effective period, coverage as hereinafter described. The coverage and limits of liability indicated on this certificate apply only to the operations or automobiles described herein.

CERTIFICATE ISSUED TO:

Board of Public Works
No. 1 Main Street
City of Fort Wayne, Indiana

INSURED AND ADDRESS

Bercot-Gibson Construction
Co., Inc. and Bercot, Inc.
3838 Mobile Avenue
Fort Wayne, Indiana 46805

POLICY NUMBER	KIND OF INSURANCE		LIMITS OF LIABILITY		PERIOD EFFECTIVE
SAMG31-4-68468-6	WORKMEN'S COMPENSATION AND EMPLOYERS' LIABILITY		Statutory		1-01-77 to 1-01-78
SAMG32-4-68468-7	GENERAL LIABILITY OR SMP SECTION II Products and Completed Operations ☒ Included ☐ Excluded	Bodily Injury	$ 1,000,000	each occurrence	
			$ 1,000,000	aggregate	1-01-77 to 1-01-78
		Property Damage	$ 250,000	each occurrence	
			$ 500,000	aggregate	1-01-77 to 1-01-78
		Single Limits B.I. and P.D.	$	each occurrence	
			$	aggregate	
SAMG13-4-68468-1	AUTOMOBILE LIABILITY	Bodily Injury	$ 500,000	each person	
			$ 1,000,000	each occurrence	1-01-77 to 1-01-78
		Property Damage	$ 500,000	each occurrence	1-01-77 to 1-01-78
	☐ MOTOR TRUCK CARGO		$	per vehicle	
			$	per terminal or location	
	☐ _____		$	any one catastrophe	

IF POLICY IS ON A "COMPREHENSIVE" BASIS-CHECK ☒ AUTOMOBILE ☒ GENERAL LIABILITY ☐ SPECIAL MULTI-PERIL

In those states that have enacted an Automobile No-Fault law, the above automobile policy provides the necessary benefits prescribed by such laws.

☒ LOCATION OF OPERATIONS State of Indiana

☒ AUTOMOBILE(S) COVERED All automobiles owned or operated by the named insured

This certificate of insurance neither affirmatively nor negatively amends, alters, or extends the coverage afforded by the policies listed above. In the event of any material change in, or cancellation of such policies, the Company will make all reasonable effort to notify the party at whose request certificate is issued, but the Company shall not be liable in any way for failure to give such notice.

MICHIGAN MUTUAL INSURANCE COMPANY

Secretary

President

Huff & Campbell Insurance Agency, Inc.

DATED AT Fort Wayne, Indiana November 23, 19 77 COUNTERSIGNED

AUTHORIZED REPRESENTATIVE

H. Stanley Huff, C.P.C.U.

3897

TITLE OF ORDINANCE SPECIAL ORDINANCE - CONTRACT - FREEMAN-COVINGTON SANITARY SEWER RESOL. NO.294-77

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS D-77-12-13

SYNOPSIS OF ORDINANCE CONTRACT FOR THE FREEMAN-COVINGTON SANITARY SEWER RESOLUTION NO. 294-77, E.D.A. PROJECT NO. 06-51-26281 IN THE AMOUNT OF $387,488.00

COPY OF CONTRACT ATTACHED

PRIOR APPROVAL ACQUIRED NOVEMBER 22, 1977

EFFECT OF PASSAGE INSTALLATION OF FREEMAN-COVINGTON SEWER

EFFECT OF NON-PASSAGE LOSS OF FUNDS

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) $250,000. LOCAL PUBLIC WORKS ROUND II
$48,388. CITY UTILITIES FOR OVERSIZING
$89,000. TAP-IN FEES

ASSIGNED TO COMMITTEE

EP Public Works